

**INTERLOCAL AGREEMENT FOR THE
USE OF EMS GRANT FUNDS FOR EMERGENCY
MEDICAL SERVICES EQUIPMENT**

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the _____ day of _____ 2019, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as "COUNTY"), and the **City of Delray Beach**, a municipal corporation of the State of Florida (herein referred to as "CITY"), each one constituting a public entity as defined in Part 1 of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital Emergency Medical Services (EMS) in their county; and

WHEREAS, DOHEMS County grants are only awarded to Boards of County Commissioners (BCC), however, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application; and

WHEREAS, the COUNTY may reimburse and disburse the State trust funds to licensed emergency medical providers; and

WHEREAS, the COUNTY agrees to reimburse the CITY from its FY 2018-2019 EMS State grant funds for the purchase of **two (2) Zoll AED's and Handtevy Pediatric Equipment** ("EQUIPMENT" "EMS EQUIPMENT", or "EMS TRAINING") and the CITY agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and CITY agree as follows:

ARTICLE 1 - RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 – REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

The CITY representative/contact monitor during the term of the Agreement shall be Robert Hoecherl whose telephone number is 561-756-5798.

ARTICLE 3 - REIMBURSEMENT OF CITY

The COUNTY shall reimburse the CITY for CITY purchased EMS EQUIPMENT from the COUNTY's FY2018-2019 State EMS grant funds in an amount not to exceed **Nine thousand dollars (\$9,000.00)**. The CITY shall purchase the EMS EQUIPMENT and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2018-2019 EMS State Grant, Approved documentation will be processed by the County Finance Department for payment to the CITY.

ARTICLE 4 - GRANT PROGRAM REQUIREMENTS

CITY SHALL:

- A. Comply with general requirements, and conditions of the State EMS County Grant Program.
- B. Submit to the COUNTY Representative on or before **January 31, 2020** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS EQUIPMENT AND TRAINING was purchased by the CITY.
- C. Immediately return the purchased EMS EQUIPMENT to the COUNTY should the CITY cease to operate its pre-hospital emergency medical services during the life of the EMS EQUIPMENT.
- D. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained in use and operation of the EMS EQUIPMENT if applicable, within 90 days of the effective date of this Agreement. This report shall include all of the necessary training provided for the EMS EQUIPMENT It is the responsibility of the CITY purchasing the EMS EQUIPMENT to provide the training. The CITY's failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such. COUNTY may terminate this Agreement and demand return of the EMS EQUIPMENT.

ARTICLE 5 - LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, the CITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the CITY'S use, care and/or maintenance of the EMS EQUIPMENT. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

ARTICLE 6 - FILING

A copy of this Agreement will be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to reimburse the CITY under this Agreement is contingent upon availability of FY2018-2019 EMS State grant funds. Ongoing costs for EMS EQUIPMENT including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the CITY'S and will not be funded under this Agreement or the State EMS grant program.

ARTICLE 8 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or the CITY.

ARTICLE 9 - ARREARS

The CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 10 - ACCESS AND AUDITS

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S place of business. Palm Beach County has established the Office of the Inspector General in Palm Beach County

Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 11 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 12- AUTHORITY TO PRACTICE

The CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 13 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sally Waite, EMS Manager
20 South Military Trail
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. - 6th Floor West
Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

Robert Hoecherl
Division Chief
501 W. Atlantic Ave
Delray Beach, FL 33444

ARTICLE 15- INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the CITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If CITY is not self-insured, CITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute. Should CITY purchase excess liability coverage, CITY agrees to include COUNTY as an Additional Insured. The CITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should CITY contract with a third-party (Contractor) to perform any service related to the AGREEMENT, CITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include CITY and COUNTY as Additional Insureds. CITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the CITY of its liability and obligations under this Agreement.

ARTICLE 16 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17 - EXPIRATION OF AGREEMENT

This Agreement shall automatically expire in five (5) years from the effective date or upon the expiration of the life of the EMS EQUIPMENT, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the CITY may dispose of said EMS EQUIPMENT as surplus property with no further municipal purpose.

ARTICLE 18 - EFFECTIVE DATE

This Agreement shall become effective on the date indicated in the first paragraph of this Agreement provided the Agreement has been executed by both the COUNTY and the CITY.

ARTICLE 19 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011 (2) F.S., the CITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The CITY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW- F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CITY does not transfer the records to the public agency.
- D. Upon completion of the Contract the CITY shall transfer, at no cost to the County, all public records in possession of the CITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CITY transfers all public records to the County upon completion of the Contract, the CITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the Contract, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically by the CITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CITY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

CITY OF DELRAY BEACH

By: _____
Verdenia C. Baker
County Administrator

By: _____
CITY Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Asst. County Attorney

By: _____
CITY Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

By: _____
CITY Representative